

***Request for Proposal***

**232-8906**

**Emergency Preparation / Continuity of Operation Plan**

***Opens: June 19th, 2003  
2:00 p.m.***



***Venice of America***

**City of Fort Lauderdale**

***Issued for Fire Department  
By the Procurement & Materials Management Division***

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**Visit us on the web at [www.ci.fort-lauderdale.fl.us/purchasing](http://www.ci.fort-lauderdale.fl.us/purchasing)**

**Procurement Ph# (954) 828-5140**

**City of Fort Lauderdale  
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Purchasing. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 **BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

**1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

**1.09(a) Certification by Broward County, Florida**

**CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

**Part II DEFINITIONS/ORDER OF PRECEDENCE:**

- 2.01 BIDDING DEFINITIONS:** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:  
**INVITATION TO BID (ITB)** when the City is requesting bids from qualified Bidders.  
**REQUEST FOR PROPOSALS (RFP)** when the City is requesting proposals from qualified Proposers.  
**BID** – a price and terms quote received in response to an ITB.  
**PROPOSAL** – a proposal received in response to an RFP.  
**BIDDER** – Person or firm submitting a Bid.  
**PROPOSER** – Person or firm submitting a Proposal.  
**RESPONSIVE BIDDER** – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.  
**RESPONSIBLE BIDDER** – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.  
**FIRST RANKED PROPOSER** – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.  
**SELLER** – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.  
**CONTRACTOR** – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.  
**CONTRACT** – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.  
**CONSULTANT** – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.  
The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement, or Purchase Order.
- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

**PART III BIDDING AND AWARD PROCEDURES:**

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Purchasing Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

- 3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Purchasing Division immediately. Such notification must be received by the Purchasing Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 **LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.
- 3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 **PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid. If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

#### **PART IV BONDS AND INSURANCE**

- 4.01 **PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an **ADDITIONAL INSURED** and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

#### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.
- 5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

- 5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
  2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
  3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

**PART I – INTRODUCTION / INFORMATION****01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide Emergency Preparation / Continuity of Operation Plan for the City of Fort Lauderdale, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

**02. INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this RFP, contact the Procurement Specialist, James Hemphill at (954) 828-5143. For information concerning the technical specifications or scope of services, contact Mr. Horace McHugh, Assistant to the City Manager at (954) 828-6822. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

It is preferred that all questions be submitted in writing to the Purchasing Division, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301; ATTN: James Hemphill. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 828-5576 ATTN: James Hemphill, or VIA e-mail to: [jameshe@ci.fort-lauderdale.fl.us](mailto:jameshe@ci.fort-lauderdale.fl.us). Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule.

Proposers please note: No part of your proposal can be submitted via FAX. The entire proposal must be submitted in accordance with the Instructions to Proposers contained in this RFP.

**03. ELIGIBILITY**

- 03.1 To be eligible to respond to this Request for Proposal the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services similar to those specified in the Scope of Services section of this RFP.
- 03.2 Proposer must include as a part of the RFP submittal sufficient documentation, client references, and qualifications to support their ability and experience to perform the services contained in the RFP.

**04. INTERPRETATION OF BIDDING DOCUMENTS:**

Only the interpretation or correction so given by the Purchasing Manager, City of Fort Lauderdale or his designee, in writing, shall be binding and prospective proposers are advised that no other source is authorized to give information concerning, or to explain or interpret, the RFP documents.

**05. RESERVATION FOR REJECTIONS AND AWARD**

The City of Fort Lauderdale reserves the right to accept or reject any or all proposals or parts of proposals, to waive irregularities and technicalities, and to request re-proposals. The City also reserves the right to award the contract on such items the City deems will best serve the interest of the City. The City further reserves the right to award the contract on a 'split order' basis, or such combination as shall best serve the interests of the city unless otherwise specified.

**06. CONFLICT OF INTEREST**

All possible Company / City Employee conflict of interest must be disclosed.

**07. GOVERNING PROCEDURES**

This proposal is governed by the applicable sections of the City's Code of Ordinances. A copy of the code is available for review at the City Clerk's Office.

**08. LOBBYIST ACTIVITIES**

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://ci.fort-lauderdale.fl.us/documents/index.htm>.

**ANTI-COLLUSION STATEMENT**

By submitting this proposal, the Proposer affirms that this proposal is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, or equipment, and that this proposal is in all respects fair, and without collusion or fraud.



**PART III - SPECIAL CONDITIONS****01. GENERAL CONDITIONS**

RFP General Conditions Form G-107 Rev. 7/01 (GC) are included and made a part of this RFP.

**02. VARIANCES**

While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

**03. NEWS RELEASES/PUBLICITY**

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

**04. RFP DOCUMENTS**

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

**05. PROPOSERS' COSTS**

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

**06. RULES AND PROPOSALS**

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

**07. FAMILIARITY WITH LAWS**

All proposers are required to comply with all Federal, State and Local Laws, Codes, Rules and Regulations that govern and control the actions and operations of this proposal.

**08. CONFLICT OF INSTRUCTIONS**

If a conflict exist between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.

**09. CONFLICT OF INTEREST**

In connection with the performance of services, CONSULTANT will at all times make every effort to avoid any conflict of interest in representing the CITY and that no contingent fees have been paid for solicitation or securing this contract. CONSULTANT will attempt to avoid representing any other client whose interest might directly conflict with those of the CITY. If CONSULTANT feels that a conflict of interest should arise at any time in their representation of the CITY, the CONSULTANT agrees to immediately notify the CITY of such a conflict.

**10. PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

NOTE: Proposer, by submitting a proposal attests they have not been placed on the convicted vendor list.

**11. RELATED EXPENSES/TRAVEL EXPENSES**

All related expenses chargeable to the City, such as supplies, printing, binders, etc shall be passed through at Contractor's cost. Related expenses shall not include any postage, telephone toll charges, or other charges incurred in the normal course of business.

Any travel out of the tri county (Dade, Broward and Palm Beach Counties) area shall be in accordance with current City per diem rates and travel policy. No costs for travel, meals, or accommodations shall be charged to the City for travel within the tri county area unless the Contractor's office assigned to the project is located outside this area.

Contractor shall incur no travel or related expenses chargeable to the City without prior approval by an authorized City representative.

Contractor shall provide, if required by the City, documentation of all actual travel or related costs.

**12. NO EXCLUSIVE CONTRACT / ADDITIONAL SERVICES**

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

**13. CHANGES IN SCOPE OF SERVICES**

Any change in the Scope of Services must be accomplished by a written amendment, executed by the parties in triplicate.

**14. SUBSTITUTION OF PERSONNEL**

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to prior City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

**15. SUBCONTRACTING**

The use of subcontractors will not be allowed by the primary contractor, unless there are special circumstances approved by the city. It is the intent of this contract to require the primary contractor to provide all services required.

**16. INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

**17. INSURANCE**

The Contractor shall carry at all times the following insurance coverage:

Worker's Compensation & Employer's Liability Insurance

Limits: Worker's Compensation for all Contractor employees.

Employer's Liability in the amount of \$100,000 Ea. Accident

Commercial General Liability Insurance Limits:

Combined single Limit Bodily Injury/Property Damage with minimum limits of \$500,000.

Professional Liability coverage providing no less than \$500,000 per occurrence limit

Max. Deduct. \$25,000

The City shall be named as an additional insured for Commercial General Liability, only.

All certificates of insurance must be submitted to the Procurement and Materials

Management Division and be approved by the City's Risk Manager prior to commencement of any work.

**18. INDEMNITY/HOLD HARMLESS AGREEMENT**

The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

**PART IV - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES****OVERVIEW:**

Government at all levels have the responsibility to plan for and respond to loss of critical resources resulting from hazards that are known to threaten the area. The City of Fort Lauderdale has conducted a Business Impact Analysis, to determine the financial and operational impact of loss of portions of its facilities. The City is interested in securing the services of a capable and qualified consultant, to revise this Business Impact Analysis and to develop a Continuity of Operations Plan (COOP).

The City of Fort Lauderdale has determined that it is in the best interest of its jurisdiction to solicit for services for its long-term disaster preparedness and planning related to Continuity of Operations Plans, terrorism planning. This project is identified as the City of Fort Lauderdale's 2003 COOP for Emergency Preparedness, funded by the State of Florida's Department of Community Affairs, through a grant with Broward County.

The objective of the COOP is to mitigate, prepare for, respond to, and recover from loss of critical resources, disaster and/or emergencies.

**GOALS:**

The goal of COOP planning is to identify contingencies that allow for continued performance of mission-essential functions, despite various hazards and/or loss. COOP development for, at a minimum, the following six critical services shall be required: Fire/Rescue, Police, Emergency Management, 911 Communications, EMS/ambulance, and Public Works using the State of Florida, Department of Community Affairs publication "Continuity of Operations: Elements of Viability".

**FUNCTIONAL REQUIREMENTS**

- 1.) The selected Professional Services firm will provide the necessary planning tools, organization, and service for the development of a comprehensive Continuity of Operations Plan (COOP), Continuity of Government (COG) strategy and program development, technical assistance for the successful evaluation and completion of the plans. The firm is also responsible for meeting timelines as indicated in this document. All professional services firm responding must demonstrate a professional understanding of all requirements set forth by the Florida Division of Emergency Management (FDEM). The responding firm must also have recent development of/or technical services provided to a state agency or local government for COOP and COG Planning (all hazards including terrorism).
- 2.) The selected firm shall coordinate with all relevant departments and agencies for the development of Continuity of Operations Plans, Continuity of Government Planning and Strategies, from an all hazards perspective, including terrorism. This planning and training is being done in conjunction with statewide COOP and COG Planning, and will satisfy all requirements provided by the Florida Division of Emergency Management. This planning project is intended to eliminate or significantly reduce future risk to natural, man-made, biological and chemical disaster events through the preparation and training of essential personnel and through education and training, including family preparedness. The project requires that the individual firm(s) selected have extensive knowledge of the State of Florida's Comprehensive Emergency Management Plan, and proven exercise and training experience.

- 3.) Each successful firm must demonstrate particular knowledge of the activities for which they are being considered, including but not limited to all applicable local, state and federal policies and procedures, the State of Florida Comprehensive Emergency Management Plan, planning and training being done in conjunction with statewide COOP and COG Planning, Local Mitigation Strategy (LMS), proven exercise and training experience, and technical specifications in digital and interactive format to be provided to the City of Fort Lauderdale.
- 4.) Each selected firm must satisfy to the City of Fort Lauderdale all deliverables necessary for the successful completion of each activity of the project, as outlined and prioritized.
- 5.) Each selected firm must demonstrate by project reference provided, an ability to successfully organize and carry out those tasks for which it is being procured, including any cost effective approaches relative to the performance of its scope of work. This RFQ requires that the respondent have exercise and training experience, especially for inter-departmental facilitation in COOP and COG development.

## SCOPE OF WORK

<b>Plan Development</b>
-------------------------

1. Identify a COOP Coordinator for this project. Prepare and employ a Strategy and Program Management Plan to coordinate activities and ensure consistent COOP Plan development. This Plan will include project milestones and may be prepared in the form of a project timeline or Gantt Chart.
2. Analyze capabilities, critical resources and vulnerabilities for each of the six municipal critical services identified above.
3. Review internal Plans and policies general to municipal operations and specific to each of the six municipal critical services.
4. Identify codes and regulations with an impact on planning process and Plan development general to municipal operations and specific to each of the six municipal critical services.
5. Design COOP Plans for each of the six municipal critical services to:
  - a. Ensure that the municipality is prepared to respond to loss of critical resources and emergencies, recover from them, and mitigate against their impacts.
  - b. Assure that the municipality is prepared to provide critical services in an environment that is threatened, diminished, or incapacitated.
  - c. Provide a means of information coordination to the municipal government to ensure uninterrupted communication within the internal organization of the municipality and externally to all identified critical customers.

- d. Provide timely direction, control, and coordination to the municipal leadership and other critical customers before, during, and after an event or upon notification of a credible threat.
  - e. Establish and enact time-phased implementation procedures to activate various components of the Plan to provide sufficient operational capabilities relative to the event or threat thereof for the municipality.
  - f. Facilitate the return of municipal government to normal operating conditions as soon as practical based on circumstances and the threat environment.
  - g. Ensure that the municipality's COOP Plan is viable and operational, and that it remains compatible with Florida's and Broward County's Comprehensive Emergency Management Plan.
6. Utilize essential elements of viability to ensure a baseline of preparedness across the full range of potential emergencies. The plans shall address the following minimum elements:
  - Plans and procedures;
  - Mission essential functions;
  - Delegations of Authority;
  - Orders of Succession;
  - Alternate Facilities;
  - Interoperable Communications;
  - Vital Records and Databases;
  - Logistics and Administration;
  - Personal Issues and Coordination;
  - Security;
  - Test, Training, and Exercise;
  - Program Management.
7. The following elements are also required:
  - Hazard Identification and Risk Assessment;
  - Hazard Mitigation;
  - Information Technology Infrastructure.
8. Develop a concept of operations for the COOP Plans which can:
  - Be maintained at a high level of readiness;
  - Be capable of implementation both with and without warning;
  - Be operational no later than 12 hours after activation;
  - Maintain sustained operations for up to 30 days; and;
  - Take maximum advantage of existing municipal infrastructures.

- 9 Prepare COOP Plans that assign responsibilities, establish procedures, and focus on the following objectives:
  - Ensure the safety of personnel and visitors;
  - Provide for the ability to continue essential operations;
  - Contain provisions for the protections of critical equipment, records, and other assets;
  - Maintain efforts to minimize damage and losses;
  - Contain provisions for an orderly response and recovery from any incident;
  - Serve as a foundation for the continued survival of leadership; and,
  - Assure compliance with legal and statutory requirements.
10. Utilize a time-phase operational approach to include Activation, Alternate Operations, and Reconstitution and Termination.
11. Submit COOP Plan outlines for each of the six critical services to the City of Ft. Lauderdale for review in accordance with the Deliverable Schedule, of this Scope of Work.
12. Submit draft COOP Plan for each of the six critical services for review in accordance with the Deliverable Schedule of this Scope of Work.
13. Submit final versions of COOP Plans for each of the six critical services in accordance with the Deliverable Schedule of this Scope of Work.

### **Deliverable & Payment Schedule (Tentative and subject to change)**

All deliverables shall be submitted to the following address:

Horace McHugh, Assistant to City Manager  
COOP Coordinator  
City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

All electronic formatted deliverables shall be submitted to the following email address;  
[HoraceM@cityfort.com](mailto:HoraceM@cityfort.com)

1. 1<sup>st</sup> Contract Period – Deliverables due August 18, 2003 or within 30 days of contract execution, whichever is later.
  - a. Identify COOP Coordinator for project.
  - b. Agency list for the development of the COOP for six critical services:  
Fire/Rescue, Police/Sheriffs, Emergency Management, 911  
Communications, EMS/Ambulance, Public Works/Engineering.
  - c. Strategy and Program Management Plan for the municipal COOP plans.
  - d. Estimated Budget Plan for the municipal COOP Plans (see attachment  
“Anticipated Expenditures” for format).
  - e. Reimbursement request for 10% of contract award.

2. 2<sup>nd</sup> Contract Period – Deliverables due September 18, 2003 or within 60 days of contract execution, whichever is later.
  - a. Municipal Critical Resource Requirements, Capability Analysis and Vulnerability Assessment for the six critical services.
  - b. Municipal Review Results to include list of authorities and references.
  - c. Outline for municipal COOP for six critical services
  - d. Updated Strategy and Program Management Plan for municipal COOP.
  - e. Reimbursement request for 15% of contract award.
3. 3<sup>rd</sup> Contract Period – Deliverables due October 18, 2003, or within 90 days of contract execution whichever is later.
  - a. Draft of municipal COOP for six critical services (electronic format and hard copy).
  - b. Updated Strategy and Program Management Plan for municipality.
  - c. Reimbursement request for 35% of contract award.
4. 4<sup>th</sup> Contract Period – Deliverables due November 1, 2003.
  - a. Final Version of municipal COOP for six critical Services (electronic format and hard copy).
  - b. Any applicable documentation to substantiate integration of COOP Plans for six or other applicable emergency planning documentation.
  - c. Develop and provide to CITY a checklist for COOP implementation.
  - d. Reimbursement request for 40% of contract award.
  - e. Closeout final documentation.

#### **OPTIONAL SERVICES:**

- a. Training, support and technical assistance to staff.

Note: Broward County has notified the City that a request is pending to extend the deliverable dates of the agreement between the City and County. If this is approved, the deliverable dates for the first four (4) contract periods may be extended accordingly.

If this extension is received, City would consider extending the deliverables dates for the contractor. Extensions, in general may be granted upon mutual agreement between the City and the Contractor



**PART V - REQUIREMENTS OF THE PROPOSAL****ELIGIBILITY**

To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section of this RFP, to at least one City similar in size and complexity to the City of Fort Lauderdale.

**SUBMITTAL REQUIREMENTS**

Six (6) complete sets of the proposal for Emergency Preparation / Continuity of Operation Plan are required to be submitted on or before 2:00 PM 6/19/03 to The City of Fort Lauderdale Purchasing Department, Room #619, 6<sup>th</sup> Floor, City Hall, 100 North Andrews Ave., Fort Lauderdale, Florida 33301. One (1) set is to be clearly marked 'ORIGINAL' and is to become the official file copy.

All proposals must be submitted as specified on the proposal pages which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

All proposals must be received in the Purchasing Division, Room 619, 6th floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in the SCHEDULE Section of this RFP.

The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

**Submittals:** (To be indexed and submitted in the order listed)

- A. **Letter of Interest / Cover Letter** Along with PROPOSAL SIGNATURE PAGE
- B. **Understanding of the City's needs.** Provide a narrative related to your understating of the City's needs, requirements and objectives as it relates to this proposed contract and your overall approach to those needs. Include in this section your firms knowledge and experience with South Florida governmental regulations and their regulator agencies (SFWMD, DPEP, Integrated Waste Management, etc.)
- C. **Proposed Timetable** - As part of the project approach, the firm shall propose a scheduling methodology for effectively managing and executing the work in the optimum time. Proposer should be aware that time is of the essence for the successful completion of this project.
- D. **Professional Licenses and Certificates** - Submit a copy of all licenses, registrations and certificates that your company/staff possesses.
- E. **Company Profile** - explain and submit proof of, your organizations business structure (Corporation, joint venture, partnership, etc.); Years in business; Office location(s); Reporting capabilities; Computers and software programs (their capabilities and advantages); Communication capabilities; and any other qualifications that you consider valuable in assisting the committee in evaluating your proposal.
- F. **Joint Venture** – If Submitting as a joint venture, submit a copy of the joint venture agreement including the financial agreement between the parties and the percentage of participation of the parties
- G. **Disputes, Litigation and Defaults** – Applicant shall disclose the results, including amount of settlement, if any, for all prior litigation, arbitration, mediation or other claims involving the applicant or any consultants for a period of Five years prior to the submission of this proposal.
- H. **Qualifications / Experience** - Provide a detailed technical narrative demonstrating your firm's knowledge and experience of the complicated procedures inherent in the scope of work as indicated.

Also provide Evidence of satisfactory completion of a disaster recovery plan in the past five (5) years at a similar size jurisdiction. Narrative should include scope, project budget, duration and if the project(s) were completed on time and within budget. Include agency contract manager and phone number for each. Also indicate which of the following areas are included in the plan/project.

- Disaster recovery plan
- Compliance with federal regulations
- Identifying funding opportunities
- Debris management
- Establishing a disaster recovery team organization structure
- Organizing public participation in the planning process
- Evaluates legal restraints and requirements
- Mitigation optimizing opportunities

- I. **References** – A list of current and former major accounts along with contact persons name and phone number(s) This list should include accounts that represent company's experience with municipalities / entities of similar size and exposures as the City of Fort Lauderdale.

J. **Cost / Financial Proposal**

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY  
PLUS FIVE (5) COPIES OF THE PROPOSAL PAGES  
INCLUDING ANY ATTACHMENTS

THE ABOVE REQUIREMENT TOTALS SIX (6) COPIES OF YOUR PROPOSAL

**PART VI - CONSIDERATION FOR AWARD / AWARD PROCEDURES**

The award of the contract will be based on certain objective and subjective considerations listed below:

1. Understanding of the overall needs of the City as presented in the narrative technical proposal.  
Maximum points available are 15.
2. Proposed timetable and scheduling methodology  
Maximum points available are 15.
3. Experience, qualifications, and past performance of the proposing firm including persons proposed for the project and facilities and resources.  
Maximum points available are 40.
4. Estimated cost to the City  
Maximum points available are 30.

Total Points Available are 100 points.

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City. It may be a two step process. If a two step process is determined to be required, Evaluations will be as follows: In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. The committee will then conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals. The first ranked proposer resulting from this process will be recommended to the Fort Lauderdale City Commission for award. In cases where no clarifications or presentations are required, The City may recommend award from information submitted in the proposal only.

The City may also choose to enter into negotiations with the top proposer(s). Negotiations may be conducted with the first ranked proposer, and if successful, that proposer will be recommended to the City Commission for award. In the event negotiations are not successful, negotiations with that proposer will be terminated and negotiations begun with the second ranked proposer and so forth until negotiations are successfully completed to the satisfaction of the City or all proposals rejected.

The City reserves the right to award the RFP to that Proposer who will best serve the interest of the City.

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City. Proposers or Finalists may be required to provide an oral presentation by appearing before the Evaluation Committee or by conference telephone call for clarification purposes only.

Information and references submitted will be considered in the award.

The City may require visits to customer installations or demonstrations of product by proposers as part of the evaluation process.

The City may require additional information and Proposers agree to furnish such information. The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

**PART VII PRICE LIST / COST PROPOSAL**

BIDDER PROPOSAL PAGE

BIDDER NAME \_\_\_\_\_

Bidder agrees to supply the products or services at the prices bid below in accordance with the terms, conditions, and specifications contained in this RFP.

Total Cost to the City for Project \$ \_\_\_\_\_

WRITTEN: \_\_\_\_\_

**FOR INFORMATIONAL PURPOSES:**

Please provide details and pricing for any additional training, support and technical assistance to staff beyond what is included in the Scope of Services of this RFP.

## PROPOSAL SIGNATURE PAGE

TO: The City of Fort Lauderdale

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the RFP. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal. I certify that I have not divulged to, discussed with, or compared this bid/proposal with any other bidder/Proposer(s) and have not colluded with and any other bidder/Proposer(s) or parties to this bid/proposal. I further certify that I am authorized to contractually bind the bidding/proposing firm.

**Bid/Proposal submitted by:**

Name (printed)\_\_\_\_\_

Title: \_\_\_\_\_

Firm/Corporation:

\_\_\_\_\_

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

City\_\_\_\_\_State:\_\_\_\_\_Zip\_\_\_\_\_ + \_\_\_\_\_

Telephone No. (\_\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ FAX No. (\_\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

e-mail address: \_\_\_\_\_

www.\_\_\_\_\_

Was this proposal sent to the correct address? If NOT, please ☐ck here, and indicate correct address above.

Does your firm qualify for MBE, WBE, or SBE status, in accordance with **Section 1.08** of the General Conditions?

MBE \_\_\_\_ WBE \_\_\_\_ SBE \_\_\_\_

Signature:

\_\_\_\_\_Date:\_\_\_\_\_

**PROPOSERS PLEASE INSURE THAT YOU HAVE SIGNED THIS SIGNATURE PAGE OF THE PROPOSAL. OMISSION OF A SIGNATURE ON THIS PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL**

**COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS.**

**PROPOSAL IDENTIFICATION:** Please indicate on the face of your sealed proposal package the following:

**RFP NO. 232-8906**

**OPENS 6/19/03**

**Addendum Acknowledgement and Statement of Variances:**

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in his proposal:

<u>Addendum No.</u>	<u>Date Issued</u>
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**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances:

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